



INVITATION TO BID

BID #50018-210007

LEE HALL BOILER/MECHANICAL ROOM REPAIRS

Bid Opening Date

October 8, 2020 @ 2:00 P.M.

PLEASE CALL TO SCHEDULE A SITE VISIT

MR. FRED CARR CELL: 318-243-8317 email: CARRF@GRAM.EDU OR

MR. KELVIN LEWIS CELL: 318-278-4386 email: LEWISKE@GRAM.EDU

PurchasingBids@gram.edu,

Due to the COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, everyone is required to wear a Mask and use Social Distancing Measures.

**Grambling State University
Purchasing Office Conference Room
403 Main Street
Old President's Residence
Grambling, LA 71245**

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

1.1 The Bidding Documents include the following:

1. Instructions to Bidders.
2. Bid Form
3. General Conditions of the Contract for Lee Hall Boiler/Mechanical Room Repairs
4. Supplementary (and amended General) Conditions.
5. Divisions of the Technical Specifications.
6. Addenda issued during bid period. (by Owner and acknowledged in bid form)

1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.
- 2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
- 2.3 **Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid.** In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under Louisiana Revised Statute 37:2150, et. seq. will be considered. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.
- 2.4 Each bidder submitting a bid understands that GSU's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000.

ARTICLE 3

BIDDING PROCEDURES

- 3.1 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.

- 3.2 A bid will be considered invalid if not faxed, emailed, hand delivered or USPS at the designated location prior to the time and date for receipt of bids.
- 3.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the receipt of bids. However, written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening.
- 3.4 Due to the COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, electronic bid delivery is being utilized for this ITB.

All copies of each bid must be received by electronic copy to PurchasingBids@gram.edu, on or before the date and time specified in the Advertisement for Bids:

Bid # _____ Bid Submission – [Bidders' Name]. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with "Part 1 of ____" included at the end of each original Subject Line (e.g. ITB # _____ Bid Submission – [Bidders' Name] – Part 1 of 3).

E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified. Grambling State University assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Bidder to ensure their bid is received at the specified email address prior to the deadline for submission. Bids received after the deadline, corrupted files, and incomplete submissions will not be considered.

Electronic Emailed Bids shall be opened and read on October 8, 2020, at 2:00 P.M., GSU Purchasing Teleconference: Number 1-917-900-1022, Conference ID: 5600581#

PurchasingBids@gram.edu,

- 3.5 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.
- 3.6 Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates. The bid security shall be in the form of a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in Louisiana, accompanied by appropriate power of attorney and in favor of Grambling State University. **(NOT APPLICABLE)**
- 3.7 All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid.
- 3.8 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

- 3.9 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 3.10 Prior to the issuance of a purchase order the successful bidder must submit the following items to the Purchasing Department:
- a. Notarized affidavit
 - b. Contract
 - c. Insurance Certificate
 - d. Proof of filing of Performance and Payment Bond with Power of Attorney, if Public Works, and,
 - e. Resolution, if incorporated.

ARTICLE 4

EXAMINATION OF BIDDING DOCUMENTS

- 4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

ARTICLE 5

SUBSTITUTIONS

- 5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

MANUFACTURER'S NUMBERS OR TRADE NAMES:

- 5.2 Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. Grambling State University shall be sole judge as to whether or not the material is equal to that specified.

ARTICLE 6

REJECTION OF BIDS

- 6.1 The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of

the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

ARTICLE 7

AWARDS

- 7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

PUBLICIZING AWARDS

- 7.2 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

RIGHT TO PROTEST

- 7.3 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director of Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

AUTHORITY TO RESOLVE PROTESTS:

- 7.4 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 8.1 **Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 100% of the contract price.** Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The

surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

- 8.2 The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

RECORDING OF BOND AND CONTRACT

- 8.3 The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Lincoln Parish and provide the Purchasing Department with proof of filing.

ARTICLE 9

PAYMENT

- 9.1 Payment will be made by Grambling State University.
- 9.2 The contractor will be required to provide a Clear Lien Certificate from the Lincoln Parish Clerk of Court, a process that may take an average 45 days for final payment.

ARTICLE 10

TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

ARTICLE 11

GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of five years from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by Grambling State University.

ARTICLE 12

CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.
- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of \$10,000 per project. When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

SUPPLEMENTARY CONDITIONS

ARTICLE 1

CONTRACTOR

CONTRACTOR'S LICENSE

- 1.1 The Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the Bid Form; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.

CONTRACTOR'S AFFIDAVIT

- 1.2 In accordance with the Louisiana R.S. 38:2190 - 2220, if the Contract is awarded to the successful Bidder, the bidder shall, at the time of the signing of the Contract, execute the AFFIDAVIT included in the Contract Documents.

INTEREST

- 1.3 There shall be no payment of interest on money owed.

ARTICLE 2

PAYMENTS AND COMPLETION

SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Lincoln Parish.

FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Lincoln Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars Per Day are listed in the PROPOSAL FORM

ARTICLE 3

INSURANCE

INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. **The cost of such insurance shall be included in the Contractor's bid.**

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: \$1,000,000 Each Accident, \$1,000,000 Each employee, Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage \$2,000,000 Each Occurrence
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of Grambling State University and the State of Louisiana.
 - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, and employees, Boards and Commissions or volunteers.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of **"A- VI or higher"**. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who

participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by Grambling State University before work commences. Grambling State University reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

DIVISION 1 - GENERAL REQUIREMENTS

A. SUMMARY OF THE WORK

1. Work under this Contract shall include, but is not necessarily limited to, the following as summarized; to Lee Hall Boiler/Mechanical Room Repairs. (**SEE PART I**)

B. LAWS, RULES AND REGULATIONS

1. Contractor shall comply with all applicable federal, state, local and University laws, ordinances, rules and regulations and shall: furnish and pay for all required permits, licenses and bonds; pay all charges and fees, and give all notices necessary and incidental to the due and lawful work required under this project.

C. ALTERNATES

1. Base Bid

D. SITE INSPECTIONS AND PROJECT MEETINGS

1. Site Inspections

Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

2. Pre-Work Conference

Prior to the Contractor beginning any work on this project, the University will conduct a Pre-Work Conference to review and approve the Contractor's work schedule and inform the Contractor of any special conditions, controls and regulations that apply to the project.

E. TEMPORARY FACILITIES AND CONTROLS

1. Safety Conditions

The Contractor shall post adequate warning signs and maintain safety lights as required to warn persons of hazardous conditions.

2. Security

The Contractor shall be responsible for security of his equipment, materials, etc., at the project site for the duration of the contract.

F. MATERIAL AND EQUIPMENT

1. Transportation and Handling

The Contractor shall provide for all transportation and handling required for the work on this project.

2. Storage and Protection

The Contractor shall be responsible for storage and protection of equipment and materials. The Contractor shall Protect all property of the Owner, and shall repair same, if damaged.

LOUISIANA UNIFORM PUBLIC WORK BID

TO: Grambling State University
403 Main Street
Grambling, LA 71245

(Owner to provide name and address of owner)

BID FOR: Facilities Annex Roof Repair
Lee Hall Boiler/Mechanical Room Repairs
Facilities Drive
Grambling, LA 71245

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Grambling State University and dated: October 8, 2020.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____

TOTAL BASE BID Scope for **LEE HALL BOILER/MECHANICAL ROOM REPAIRS:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed ** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

Scope of work: Lee Hall Boiler/Mechanical Room Repairs

It is the intent of this scope to describe the labor and materials necessary to remove and reinstall one (1) existing boiler, remove and replace one (1) domestic hot water heater (30-gallon gas unit), restore LED lighting, demo and replace existing flooring and replace with CVT, remove and replace floor mop sink.

Work Task:

The contractor will provide all labor, equipment and materials for the 6x8 space necessary to repair/install, the work includes disposal of any waste material.

Access:

Facilities Management will provide access to the contractor to the extent required to perform work during normal working hours.

System Installment Requirements:

The reinstallation of the existing boiler and new hot water heater must be configured with the necessary controls to monitor various air and system water temperatures in order to vary the firing rate of existing boiler.

Required Work:

The tasks that must be performed to replace the failed hot water heater shall include, but is not limited to the following:

- Disconnect and lock out of the natural gas and electrical connections
- Drain the system as necessary
- Disconnect of hot water piping, drains, and stack connections
- Removal of all connections that will not be required by the resulting system
- Remove and proper disposal of the how water heater
- Reinstallation of existing boiler
- Installation of and connection of new shut off valves
- Connection of new hot water piping, drains and stack connections
- Insulate new hot water piping
- Reconnect natural gas and electrical connections

Delivery of Goods and Services:

The delivery of goods and services required must be completed within 60 days after receipt of a purchase order/contract.

MANDATORY REQUIREMENT

PLEASE SCHEDULE AN APPOINTMENT WITH **MR. FRED CARR CELL: 318-243-8317 email: CARRF@GRAM.EDU OR MR. KELVIN LEWIS CELL: 318-278-4386 email: LEWISKE@GRAM.EDU**

This signed statement certifies that the Contractor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

Contractor's Company Name

GSU Project Name

GSU Representative

Vendor's Signature

Present this form to Project Manager and return this signed form with your bid response.